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16 September 1963

MEMORANDUM FOR: AD/OSA

SUBJECT : D/NRO and JCS-JRC Agreement

The attached new draft of the subject agreement is forwarded for your analysis and comment. Please complete by 19 September and arrange for an appropriate discussion with Dr. Wheelon prior to transmittal to General Carter.

EDWARD B. GILLER
Assistant Deputy Director
(Science & Technology)

Attachments:

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Distribution:

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ADD/EBGiller: 

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JCS and USAF review(s) completed.

NRO review(s) completed.



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19 SEP 1963

MEMORANDUM FOR: Deputy Director for Science and Technology

SUBJECT : Proposed NRO and JCS/JRC Agreement,
dated 11 September 1963 [Redacted]

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1. The proposed agreement that is now before us is at least the third attempt by DOD to obtain our concurrence. Each rewrite, however, has failed to alter the primary intent of the agreement which we view as a maneuver by DOD to take over aircraft reconnaissance operations from CIA. In our opinion the proposal is:

A. Another "Trojan Horse" in disguise.

B. Fails to heed the McCone-Gilpatric agreement, which in effect stated that the agreement would confine itself to those aircraft operations conducted by the DOD in behalf of NRO activities and specifically exclude those operations conducted by CIA in behalf of the NRO.

2. Although the Pentagon may possess valid reasons for an agreement of this type, we cannot appreciate any need for such agreement other than to formalize in writing the notification procedures which are now in existence by the CIA and DOD regarding CIA conducted aircraft operations and to make some provision for the transfer from NRO of these aircraft assets during periods of war or tension. We observe this proposal suspiciously in view of Secretary Gilpatric's confession to Mr. McCone that there was a strong feeling expressed by General LeMay and apparently supported passively by General Taylor and Secretary McNamara that the time had come to move all reconnaissance operations from CIA to DOD.

3. Additionally, we must not forget the fact that Dr. McMillan (in his covering memorandum to Dr. Scoville which transmitted the original aircraft operations center proposal of 15 April) stated explicitly that he believed the proper organizational arrangements to be inadequate with respect to capability for operational planning and analysis. In addition, he wanted to insure that the NRO had available for overflight operations the best military operational knowledge and experience.

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This was a point, Dr. McMillan went on to say, on which the Chiefs expressed particular concern during his last discussion with them. It does not take too devious a mind to conclude that the proposed Aircraft Operations Center agreement was in fact prepared to carry out the Joint Chiefs' desires. We have also failed to question Dr. McMillan as to where he feels (or felt) present inadequacies exist. Does he feel that there is any talent in the Pentagon in the conduct of overflight operations which can match the record of the some 400 overflights CIA has conducted to date? Are there many in the Pentagon at this time who have actually participated in the planning and operation of overflight activities other than those of an overt nature over territories designated under the terms of Hot War? We are fearful that any agreement, even one such as 11 September, which is now before us for concurrence, will permit the "foot in the door" maneuver which if we can look to the experience of our Satellite and Eastman operations can only lead to the out-maneuvering of CIA in its operational jurisdiction over aircraft overflights.

4. Possibly before reacting to this proposed agreement, we might wish to explore with Dr. McMillan through Mr. McCone the reasons which prompted him to submit the original proposal and to ask him to identify the areas of inadequacies which he has found or experienced to date with Program B's activities and planning. If it is merely staff work that Dr. McMillan is seeking, then we submit that Program B is adequately prepared to satisfy his desires.

5. In any case we would wish to insure that the proposed agreement be modified to:

A. Permit the employment of the JRC to handle whatever planning and analysis the D/NRO may desire for those operations conducted operationally by DOD components.

B. Specify that the agreement does not alter the basic policy of handling reconnaissance over denied foreign territory which, except for Cuba are now reserved for and carried out by the CIA.

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C. State that Program B will provide D/NRO necessary staff work regarding those aircraft operations including the conducted by CIA.

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D. Codify the channels of notification which are now in existence between the CIA and DOD components regarding interchange of information on aircraft operations.

E. Include the provision, as proposed, relating to the transfer of NRO assets to the DOD "during periods of war and tension".

F. Specify that the agreement in no way imposes another layer or chain of coordination between Program B and AFIGO-S in effecting logistical and other support of Program B operations received from DOD.

~~SIGNED~~

JACK C. LEDFORD
Colonel, USAF
Assistant Director
(Special Activities)

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AGREEMENT

D/NRO and JCS-JRC

- I. This agreement formalizes arrangements for NRO utilization of technical and operational resources of DOD for support and, in some cases, execution of airborne reconnaissance operations.
- II. The peacetime resources of the NRO and DOD covered by this agreement include: (a) peripheral and special mission aircraft, certain aircraft now conducting assigned overflight missions, certain drone aircraft and advanced manned aircraft under development; and, (b) all aircraft and ground facilities necessary for the logistic and operational support provided other missions.
- III. During periods of war or tension, as defined by the Secretary of Defense by agreement with the DCI, or by higher authority, and over such areas or territories as may be designated by such authority, airborne reconnaissance missions will become the responsibility of the JCS and necessary control and resources will be transferred from the NRO as required.
- IV. In order to ensure, inter alia, that: (a) such a transfer of mission control, as noted in III., can be accomplished efficiently when required;

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(b) that complete technical and operational coordination between current and future JCS and NRO missions is provided, including mission status reporting; (c) that the Joint Chiefs are kept fully informed on all mission planning and status; (d) that the logistic and operational support provided other missions can be presented to and reviewed by the JCS with adequate lead times; (e) that such technical and planning support as is directed by the D/NRO is provided to assist him in management of the NRO related resources of paragraph II; (f) and that vehicles under NRO-DOD control, currently under development, which could be used for overflight purposes, when and if such missions are assigned, are supported by mission plans and resource allocations acceptable to the D/NRO and JCS, the D/NRO and the JCS agree that:

1. The Chief JRC will assume appropriate staff duties for the D/NRO, and will make the services of JRC available as the D/NRO directs, to arrange for implementation required by the preceding considerations.

2. The duties of the JRC vis-a-vis the JCS and NRO will be in accordance with existing directives, understandings, and arrangements concerning resources noted in paragraph II. (a), (b), amplified where necessary to reflect additional functions assigned to the JRC by the D/NRO.

V. Specific additional duties assigned to the JRC will reflect the above considerations in a manner agreeable to the D/NRO and JCS.

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VI. Except as specified above, nothing in this agreement alters existing arrangements for the conduct of NRO airborne reconnaissance missions and the technical and logistic support thereof by the JCS and the military Services; nor does it alter the basic NRO agreement of 13 March 1963 between the Director of Central Intelligence and the Secretary of Defense.

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ANNEX

Paragraph-By-Paragraph Annotation of Numbered
Paragraphs in NRO/JCS-JRC Agreement

I. The intent of this paragraph is to bring up-to-date certain arrangements which have been in effect, but whose signatories have now been replaced. For example, there exist earlier agreements concerning these matters, as exemplified by a 24 September 1958 agreement between USAF and Mr. Dulles of CIA. This agreement antedates creation of the NRO, concerns only the U-2, and needs updating in terms of the signatories referred to. The organizational arrangement proposed herein has been agreed to in principle by the Secretary of Defense in a memorandum to the Chairman of the Joint Chiefs of Staff, dated May 31, 1963.

II. The intent of this paragraph is to separate into two portions the resources which are concerned. The specific and designated resources implied are the following:

a. The DOD resources are: for peripheral aircraft, vehicles such as the B-47; for special mission aircraft, corridor and VIP mission aircraft; for certain aircraft now conducting assigned overflight missions, we are concerned with AF operations in U-2's over Cuba, and 101 flights in other areas, those missions having been assigned to DOD/JCS by

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higher authority. Certain drone aircraft and advanced manned aircraft under development refer to the 147 drone, the AQ-12 drone and the R-12.

b. This paragraph refers to the logistic and operational support provided by DOD resources to certain CIA missions, namely, U-2 missions, A-12 missions, and other special aircraft missions conducted by the CIA; but we specifically exclude from consideration the aircraft which are being supported in this way, their operational control, or the control of mission execution, which remains as presently invested with the CIA.

III. This paragraph is self-explanatory and needs no additional comments.

IV. This paragraph is intended to state a representative set of reasons for formally implementing the NRO/JRC agreement in accordance with subparagraphs "a" through "f".

a. and b. reflect the following typical situation which needs to be explicitly recognized. Present agreements existing between USAF and the CIA have the background noted in the comments relating to paragraph I of this Annex. The agreements concern only the U-2 explicitly, in the covert overhead reconnaissance area. There exists, however, a SAC OPOD 1009, dated September 1, 1963, and signed by General Powers, which assumes that the A-12 falls in the scope of the existing U-2 agreement; but there appears to be no explicit CIA concurrence or contingency plan for

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such use of the A-12. This could lead to some rather pressing problems rather quickly; if, for example, the overt military overflight of Cuba by U-2's were to be seriously inhibited by Cuban use of the SA-2 defenses, one of our responses might very well be to begin to operate with A-12's over Cuba, in accordance with a contingency plan proposal discussed earlier this year. The question then arises as to whether the existing arrangements concerning the U-2 imply that SAC would operate the A-12's over Cuba or that CIA would operate the A-12's over Cuba. The intent of subparagraphs "a" and "b" is to insure that, whatever final decisions are entered into in these matters, adequate pre-preparation has been done to insure prompt and responsive operations (which conceivably could result in SAC operation of the A-12's prior to any CIA operations, if Cuban overflights are requested using the A-12's).

d. The support referenced in this subparagraph is that explicitly provided to the CIA for the use of vehicles under its control, as referenced in paragraph II.b. of this Annex. It should be noted that the A-12 support requires that much more massive DOD resources be committed than did U-2 operations, in this connection.

e. The intent of this subparagraph is to provide directly and locally to the Director of the National Reconnaissance Office such technical and planning support as he requires for his personal review of mission plans;

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for example, those presented for his signature and transmittal by Program B, CIA, including CIA A-12 mission plans. This provision for review is in accordance with the March 13, 1963, NRO directive agreed to by Mr. Gilpatric and Mr. McCone; and, explicitly, does not imply any transfer of operations and mission execution responsibility currently assigned to the CIA via Program B. In addition, this provision will make available to the Director of NRO such other technical and planning support as he requires in the aircraft operations field, particularly in connection with the last part of paragraph II. a.

f. The vehicles under NRO/DOD control, currently under development, refer specifically to the DOD vehicles being developed within the NRP, referenced in paragraph II. a. of this Annex; explicitly the 147 drone, the AQ-12 drone, and the R-12. We are explicitly excluding in subparagraph "f", in accordance with paragraph II. b. of this Annex, the A-12; this is covered by subparagraph "d" of this Annex. It should be noted that in connection with the 147 drone, the AQ-12 drone, and the R-12, which could be assigned overflight missions in the future, the CIA Air Op Center has no present responsibility for these, and the Director of the NRO must make provisions for possible use of these vehicles by a staff component completely familiar with aircraft operations.

IV.2. The existing directives, understandings, and arrangements referred to include agreements previously entered into vis-a-vis the operation of the

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CIA Op Center (which is noted in Mr. Carter's (DDCI) letter of August 20, 1963, to Dr. Fubini as being "under the operational control of Director, NRO."), and includes the Director, NRO letter to Dr. Scoville, concerning the CIA Op Center, where there is an explicit re-affirming statement regarding the continuance of the functions and duties of the CIA Op Center in conducting operations presently assigned to the CIA. Likewise, such arrangements as currently exist for direct transmittal of requests, etc., from the CIA Op Center to Air Force components providing support to the CIA air operations will continue to exist.

V. The intent of this paragraph is to make explicit the fact that the duties assigned to the JRC will alter nothing in the way in which NRO or JCS missions are conducted, including those operations conducted or to be conducted by the CIA Op Center with the support of DOD resources, except as may be mutually agreed to by the JCS and the Director of the NRO in accordance with the present responsibilities assigned to the CIA Op Center.

VI. The existing arrangements referred to include the present assignment of operational control of those assets currently in use or planned for use in overflight of denied areas during peacetime to CIA, including the execution of A-12 missions, if conducted, as referenced in paragraph II.b. of this Annex, except as may be otherwise assigned in special cases agreed to by the Secretary of Defense and the Director of Central Intelligence, or as otherwise assigned by higher authority under paragraph III.

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In reference to the NRO agreement of March 13, 1963, it should be noted that provisions of this agreement give the Director of NRO explicit authority to enter into an agreement, with the provisions noted, between his office and the JRC.

Considerations of this annotated Annex reflect explicitly those areas in which such an NRO/JCS agreement must be consummated.

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CENTRAL INTELLIGENCE AGENCY

Executive Registry

63-7055

OFFICE OF THE DEPUTY DIRECTOR

12 September 1963

MEMORANDUM FOR: Dr. Wheelon

This is just to let you know that all of the available papers, including many originals, on NRO matters are in my in-basket and available to you through my secretary.

MSC

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*Dr. Wheelon says
to leave papers in
Center as he still
has action.*

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